

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 04-255

The City of Lincoln, Nebraska intends to enter into a contract, and invites you to submit a sealed bid for:

Lease of Factory Police Motorcycles

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, October 13, 2004**, in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

For Technical Questions please call Sgt. Dan Schmidt 402-441-6587.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

SPECIFICATION 04-255
LEASE OF FACTORY POLICE MOTORCYCLES

1. INTENT

- 1.1 The intent of this invitation for bid is to establish a lease for up to Six (6) Factory Police Motorcycles, optional emergency equipment (emergency lighting and siren warning system), and maintenance contract, all to be included in a monthly lease per unit cost.
- 1.2 The lease term would be for a twenty-four (24) month period.

2.0 TECHNICAL SPECIFICATIONS, MINIMUM

- 2.1 Engine:
 - 2.1.1 Type: Gasoline
 - 2.1.2 Piston Displacement: minimum of 1084 cc **State Size** _____
 - 2.1.3 Cooling: Manufacturers maximum
 - 2.1.4 Vibration Dampening: Manufacturers maximum
 - 2.1.5 Power-train: Designed for low maintenance.
 - 2.1.6 Fuel System: Fuel Injected or Carbureted / Five (5) gallon minimum tank size, with reserve **State Tank Size** _____
 - 2.1.7 Starter: Electric, Manufacturers maximum
- 2.2 Clutch / Transmission / Drive Train:
 - 2.2.1 Clutch: Manufacturers maximum. Hand control – low effort
 - 2.2.2 Transmission: Manual shift, minimum of five (5) forward speeds
 - 2.2.3 Final Drive: Belt driven or Drive shaft driven **State Type** _____
- 2.3 Brakes
 - 2.3.1 Disc Brakes: Manufacturers maximum, front and rear
 - 2.3.2 Master Cylinder: Equipped with sight glass or equivalent
- 2.4 Suspension
 - 2.4.1 Handling Capability: Shall be designed to provide maximum handling characteristics necessary for law enforcement work
 - 2.4.2 Shocks: Manufacturers maximum
 - 2.4.3 Front Forks: Manufacturers maximum
 - 2.4.4 Swing Arm: Heavy duty, designed with sealed bearing pivot points
- 2.5 Tires / Wheels
 - 2.5.1 Wheels: Aluminum or magnesium alloy safety design **State Type** _____
 - 2.5.2 Tires: Tubeless, non-skid highway tread, full four-ply fabric reinforcement, designed to remain on the wheel during sudden loss of air pressure.
 - 2.5.3 Tires shall be balanced for high speed operation.
- 2.6 Electrical System
 - 2.6.1 System: 12-volt
 - 2.6.2 Battery: Manufactures maximum, maintenance free type with the capability to crank the engine sufficient for starting with the ambient temperature at zero degrees Fahrenheit.
 - 2.6.3 Charging System: Manufacturers maximum

- 2.6.4 Connectors: All connectors shall be industrial grade, sealed, water proof, and corrosion resistant design.
- 2.6.5 All electrical connectors necessary shall be provided, including those connections required for attaching emergency lighting and warning system (siren).
- 2.6.6 Switches / Controls: All switches and controls shall be heavy duty, water resistant design.
- 2.6.7 Horn: Shall meet NE State regulation
- 2.7 Lighting:
 - 2.7.1 Quartz Halogen Headlight
 - 2.7.2 Light: Manufacturers standard
 - 2.7.3 Turn Signals: Self Canceling
 - 2.7.4 Flashers: Four-way, integrated into turn signal switches
- 2.8 2.8.1 Instruments / Gauges (As specified or pre-approved equal.)
 - 2.8.1.1 Speedometer
 - 2.8.1.2 Odometer
 - 2.8.1.3 Tachometer
 - 2.8.1.4 Fuel Level Indicator
 - 2.8.1.5 Pursuit Lamp Indicator
 - 2.8.1.6 Low Engine Oil Pressure Indicator
- 2.9 Feature Requirements
 - 2.9.1 Seat: Solo police saddle design with back support and covered with a heavy duty, breathable material.
 - 2.9.2 Side Stand: Kickstand, rubber bumper design
 - 2.9.3 Foot Boards or Foot Pegs: provided with non-skid rubber pads on upper surfaces.
 - 2.9.4 Guards: Front engine guard and rear saddlebag guard.
 - 2.9.5 Saddlebags: Fiberglass construction, factory installed, water resistant design, speed latches, with locks.
 - 2.9.6 Rear Trunk / Radio / Light Box: Factory mounted, lockable, with enough room to mount emergency lighting and ancillary radio equipment.
 - 2.9.7 Fairing & Windshield: Frame or Fork mounted fairing, latest design with clear poly-carbonate windshield.
 - 2.9.8 Mirrors: Left and Right non-magnifying with non-glare glass.
- 2.10 Emergency Response Locates:
 - 2.10.1 Factory locations for the mounting of emergency response equipment (lighting & siren), as well as any necessary switches to operate same, will be provided by the manufacturer.
 - 2.10.2 Factory or Special after market emergency response equipment must be able to be installed in those locates.
- 2.11 Radio Locate:
 - 2.11.1 A location to mount a police motorcycle radio complete with power connections (or availability to connect to the power locates for a 12-volt police radio).

3. Warranty / Required Maintenance Program

- 3.1 Warranty:
 - 3.1.1 Factory 12 month, unlimited mileage warranty including parts and labor.
 - 3.1.1.1 Warranty replacement will be done at no additional charge of any nature to the Lincoln Police Department.
 - 3.1.2 Required Maintenance:
 - 3.1.2.1 As part of the lease package, per unit, per month, dealer maintenance, required service, and any required inspections will be included in the monthly lease price.

4. Optional Emergency Equipment

- 4.1 Bid may include any factory or after market emergency lighting and warning equipment as an option.
- 4.2 It must be noted on the bid lease price, per unit, per month, as included emergency response equipment.
- 4.3 If emergency lighting package is included in the bid, it must be LED type or Strobe Type and must include both red and blue lighting that is visible from the front, rear, and both sides of the motorcycle.
- 4.4 Audible Warning System: Siren Warning System must be capable of emitting at least two separate and distinct sounds and must be a one hundred (100) watt system (minimum).
 - 4.4.1 Speaker for the system must be included.
- 4.5 Anti-Lock Brakes If available.
- 4.6 Paint: Manufactures standard white

5. General

- 5.1 Each unit shall have 3 keys with rings / tags, and be properly identified.
 - 5.1.1 The key, specific to the unit, shall fit all locks.
- 5.2 Units shall have been completely serviced, tested and ready for full operation when delivered.
- 5.3 Service Facility
 - 5.3.1 In order to assure that any ensuing contract(s) will provide the necessary maintenance support required for the equipment specified, each potential contractor must have local maintenance and parts facilities or have specific agreements in force with a third party to provide local maintenance in the Lincoln area.
 - 5.3.2 Maintenance facility must have trained technicians and have a sufficient parts inventory in order to provide quality service on the equipment specified.
- 5.4 Taxes:
 - 5.4.1 The City of Lincoln is sales tax exempt and does not pay sales tax on any purchase, lease, material or labor.
- 5.5 Shipping:
 - 5.5.1 The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed.
 - 5.5.2 All claims for visible or concealed damage shall be filed by the Contractor.

- 5.5.3 The City of Lincoln will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.
- 5.6 Delivery
 - 5.6.1 Delivery is required F.O.B Destination, freight pre-paid within 120 days of receipt of the lease agreement, to the City of Lincoln's Police Garage facility, located at 635 "J" Street, Lincoln, Nebraska.
 - 5.6.1.1 It shall be the Contractor's responsibility to meet the City's delivery requirements.
 - 5.6.1.2 The City of Lincoln reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.
- 5.7 Acceptance
 - 5.7.1 Once the Material has been delivered, the Using Agency shall have a reasonable opportunity to inspect them.
 - 5.7.2 The Using Agency shall have SEVEN (7) days to perform its acceptance testing and inspection of the Materials, after which time the Material shall be deemed accepted unless the Using Agency rejects the Materials.
- 5.8 Model Year Equipment
 - 5.8.1 The City of Lincoln will only accept bids offering current model year equipment / product.
- 5.9 Order Cutoff Information
 - 5.9.1 Contractors submitting proposals (bids) shall advise the City of Lincoln of all known order cutoff dates for equipment / product specified in the Invitation for Bids at the time of submission.
 - 5.9.2 Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor.
 - 5.9.3 The Contractor shall advise the City of subsequent cutoff dates by notifying Purchasing, in writing, of this new information.
- 5.10 Ordering Authority
 - 5.10.1 Contractors should understand that any request for purchase of the material or services shall be accompanied by a valid Lease Agreement, issued by the City of Lincoln.
 - 5.10.2 No other request is valid.

6. INSURANCE

- 6.1 The equipment being leased shall be self insured by the City.
- 6.2 The Vendor shall indicate any requirements for insurance.

7. MOTOR VEHICLE DEALER LICENCE

- 7.1 The successful bidder shall hold at the time of the Bid opening a current Motor Vehicle Dealer Licence from the State of Nebraska.
 - 7.1.1 A copy of the bidder's Dealer Licence must be included in the proposal.
 - 7.1.2 Failure to hold a current Motor Vehicle Dealer Licence will cause the bid to be immediately rejected without further consideration.

PROPOSAL
SPECIFICATION NO. 04-255
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, October 13, 2004

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

Item	Description	Qty	Monthly Cost	Total Cost
1.	24 month Lease for Factory Police Motorcycle to include all Optional Equipment listed in section #4 of bid specifications	Six (6)	\$ _____	\$ _____

BID SECURITY REQUIRED: **YES** _____ **NO** _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 04-255

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

ESTIMATED DELIVERY DAYS

E-MAIL ADDRESS

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword: Bid

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.